

THIS AGREEMENT made this 17th day of August, A.D., 2005.

BETWEEN:

The City of Moncton, a body corporate, duly and regularly incorporated under and by virtue of a special Act of the Legislative Assembly of the Province of New Brunswick, 655 Main Street, City of Moncton, County of Westmorland and Province of New Brunswick, hereinafter called the "City",

- and -

The Next Adventure Ltd., a body corporate, with head office and chief place of business at 214 King Street West, Suite 510, City of Toronto, Province of Ontario, M5H 3S6, hereinafter called the "Promoter"

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereto agree that this agreement is to be and constitutes a lease, and that the laws of the Province of New Brunswick regarding same shall apply to its performance, application and interpretation.
2. The City agrees to permit the use and occupancy of the Magnetic Hill Concert Site (hereinafter called the "site"), as depicted in Schedule "A" attached hereto and forming part of this agreement, to the Promoter for the basic rental of One (\$1.00) Dollar, for the purpose of presenting a musical concert featuring the Rolling Stones (hereinafter called the "Event"). Any support acts shall be determined at the sole discretion of the Promoter. Currently those support acts are the Tragically Hip, Our Lady Peace, Maroon 5 and Les Trois Accords.
3. The City represents and warrants that it is the owner of the Site, controls same and has the legal authority to enter into this Agreement. The parties agree that the capacity of the Site is 85,000 people.
4. The "Rider to Venue Agreement" attached hereto as Schedule "B" forms part of this agreement and the use of the word "Venue" therein shall have the same meaning as the word "City" herein.
5. The term of occupancy shall be from 8:00 a.m. on August 21, 2005 to 11:00 p.m. on September 11, 2005, including for load-in, load-out and the Event on September 3, 2005.
6. The Promoter acknowledges and undertakes to abide by all federal and provincial laws and all by-laws of the City of Moncton which are in force at the time of the execution of this agreement, or which may be ordained and passed before or during the occupancy.

7. The City will retain and pay all applicable fees, charges or royalties due to the Society of Composers, Authors and Music Publishers of Canada, or any other organization claiming in accordance and under the authority of the Copyright Act, Ch. C-30, RSC, 1070, as amended from time to time, or any other legislation applicable to the performing arts, and shall forward fees, charges or royalties directly to the applicable organization on behalf of the Promoter.

8. The Promoter agrees to provide at its cost the following services and facilities in relation to this tenancy:

- (a) the Rolling stones and support groups for the Event;
- (b) the design, construction, delivery and installation of the stage for the Event;
- (c) the set up and operation of concession areas, including required fencing, but excluding perimeter fencing as per Article 9 of this agreement.;
- (d) the set up and removal of portable washroom facilities, including the required servicing of same during the Event;
- (e) suitable wheel chair accessible viewing for the Event;
- (f) appropriate and suitable trailers to house administration, performers, support staff, etc;
- (g) booking and contractual arrangements of all acts to perform during the tenancy;
- (h) all promotions, advertising and publicity associated with any and all of the acts to perform during this tenancy;
- (i) all travel expenses, accommodations, meals, etc., for all personnel involved with this tenancy;
- (j) all technical and administrative support, including but not limited to stage hands, concession vendors, ticket takers, ushers, security personnel; and
- (k) any other site preparation not expressly provided by the City as outlined herein

9. The Promoter shall not, at anytime, alter or change, structurally or otherwise, any part of the Magnetic Hill Concert Site, or any equipment belonging thereto without the written permission of the City, to be given by the Director of Community Development & Partnership, of the Community Services Department.

10. The City agrees to provide at its cost the following services and facilities in relation to this tenancy:

- (a) the Magnetic Hill Concert Site and all existing infrastructure;
- (b) policing services inside and outside the Magnetic Hill Concert Site as required for security;
- (c) fire fighting services;
- (d) paramedical services and first aid for ticket holders to the Event;
- (e) post event clean up of the site, which is understood to be the collection and disposal of garbage and refuse from the area in front of the stage, including the beer gardens, grandstands and VIP sections, but does not include the stage, the backstage area or the mix area; the parties further agree that all concession areas will be cleaned by the respective concessionaire;
- (f) perimeter fencing as shown on Schedule "A";
- (g) electrical power and distribution excluding requirements for the stage, backstage, concessions and beer gardens;
- (h) all necessary permits and licences, including those required for the sale of alcoholic beverages on site;
- (i) traffic control prior to and following the Event;
- (j) an exemption to the application of the City of Moncton Noise By-Law;
- (k) water supply to designated distribution points; and
- (l) necessary site lighting, excepting that required for the backstage area.

11. The Promoter will indemnify and save harmless the City of and from all liabilities, fines, suits, claims, demands or actions of any kind or nature to which the City shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Promoter of any covenant, term or provision hereof, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default of the part of the Promoter or any of its agents, employees, customers, guests or invitees such indemnification in respect of any such breach, violation or non-performance, or such damage to property, injury or death occurring during the term of the lease, except to the extent caused by the negligence or willful acts or omissions of the City for which the City similarly indemnifies the Promoter. This indemnity shall survive any termination of this lease, anything in this lease to the contrary notwithstanding. The Promoter shall, before occupying the said Magnetic Hill Concert Site, deliver proof of financial responsibility, by filing with the City a standard public liability insurance policy covering the City of Moncton as an additional insured in an amount not less than five million dollars (\$5,000,000), all inclusive limits. The Promoter shall as well provide the City with proof of tenants legal liability coverage to a limit of five million dollars (\$5,000,000). Said coverages shall be obtained from an insurer licensed to do business in Canada and New Brunswick and have an AM Best rating of at least "A".

12. The parties agree and confirm that the Promoter will retain and/or be paid on settlement, as the case may be One Hundred Percent (100%) of revenues generated from the following:

- (a) sale of tickets (net of applicable taxes and agreed-to box office related fees) and ticketing rights;

- (b) merchandise and other vending sales not provided for herein (net of applicable taxes);
- (c) the broadcast, recording or filming of the event, if any, including home video or dvd productions; and
- (d) tour or artist driven sponsorships.

13. The parties agree and confirm that they will share on settlement equally the net proceeds from the following:

- (a) sale of food and beverages on site;
- (b) the sale of alcoholic beverages on site;
- (c) the sale of on-site parking;
- (d) any revenue generated by the sale of local event driven sponsorships for the event not otherwise provided for herein; and
- (e) the exploitation of any other ancillary rights specifically related to the event, as agreed to by the parties.

All agreements for the foregoing are subject to the approval of both parties.

14. The Promoter agrees that the said premises shall be used and occupied only for the purpose of an "outdoor musical concert" and that the Promoter will not carry on or permit to be carried on therein any other performance, attraction, business or calling, without the consent of the City. The Promoter will provide proper identification for the purposes of permitting access to the site of pre-approved City personnel.

15. (a) The Tour Promoter's agreement with Ticketmaster, Admission and City for the distribution of concert tickets shall govern over any other agreements between any outlet and the City. Tour Promoter shall govern over any other agreements between any outlet and the City. Tour Promoter shall be the sole decision maker in regard to the pricing structure for both general admission tickets and VIP tickets.

(b) The City shall be granted 150 tickets with provisions for VIP positioning and hospitality.

16. If any notice is required to be served by either party to the other to give effect to any provision of this agreement, service shall be effective by registered mail, prepaid, or by fax. The time of the depositing of such notice with the Postmaster at the City of Moncton shall be deemed the effective time of service of such notice.

Any notice required to be served on the City by the Promoter shall be by registered mail, prepaid, or by fax addressed to the City to the attention of:

The City of Moncton
 c/o Ian Fowler, Director of Community Development & Partnership, C.S.D.
 655 Main Street
 Moncton, N. B. E1C 1E8
 Fax No: (506) 859-2629

Any notice required to be served on the Promoter by the City shall be by registered mail, prepaid, addressed to:

The Next Adventure Ltd.
c/o Eric Kert
214 W King Street, Suite 510
Toronto, Ontario M5H 3S6
Fax No: (416) 922-9877

with copies to:

Donald K Donald Entertainment Group
c/o Donald Tarlton
4446 St. Laurent, Suite 801
Montreal, PQ H2W 1Z5

17. No property belonging to the Promoter shall be taken onto the site without prior approval.
18. The City will retain for its own use all used recyclable beverage containers used during the Event.
19. During the occupancy, the Promoter shall, as much as is reasonably possible, keep the said site in a clean condition to be satisfactory to the Director of Community Development & Partnership, C.S.D. Any condition of uncleanness shall be removed immediately by the Promoter upon direction to the Promoter by the said Director of Community Development & Partnership, C.S.D.
20. The payment of the sum herein provided for the Promoter of the site shall not include any tax, assessment or license fee or any other charge which would ordinarily be payable by the Promoter under the provisions of any law, by-law, regulation or other directive, and the said tax, assessment or license fee or charge shall be payable by the said Promoter, notwithstanding the provisions of this agreement.
21. The City agrees to provide at its expense reasonable parking facilities for the Promoter, his employees, agents, customers and invitees as far as practicable. The City makes no representations as to the adequacy, suitability or extent of such parking facilities.
22. The Promoter shall not assign this contract in whole or part without the written consent of the City.
23. At all times any audience capacity limits established by the Office of the Fire Marshall or by the Director of Community Development & Partnership, C.S.D. shall be strictly adhered to.

24. In the event that the Promoter cancels this event the Promoter shall be responsible for all actual and reasonable out-of-pocket costs incurred by the City pertaining to the event as the City's sole remedy. All costs are payable to the City within thirty (30) days after the cancellation.

25. The Promoter agrees that if and whenever and to the extent that the City shall be prevented, delayed or restricted in whole or in part in the fulfillment of any obligations under this agreement by reason of strikes or work stoppages, failure of any service or utility whether or not under the City's control, or by reason of any statute, law or regulation preventing, delaying or restricting this fulfillment, or inability to obtain any permission from any governmental or other body having jurisdiction, or any cause beyond the City's reasonable ability to control, the City shall have no responsibility or liability for any loss or damage sustained by the Promoter by reason thereof.

26 The Agreement may be executed in separate counterparts and all these counterparts shall for all purposes constitute one and the same agreement, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that executed copies of this Agreement may be delivered by fax or similar device and that the signatures appearing on the copies so delivered will be as binding as if copies bearing the original signatures had been delivered.

THIS AGREEMENT shall enure to the benefit and the binding upon the Promoter, its heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers and their seals affixed, the day and year first herein written.

SIGNED, SEALED AND DELIVERED

The City of Moncton

Mayor

City Clerk

The Next Adventure Ltd.

Vice President Legal & Business Affairs

Gate 1
80 chutes
4' x 100'

Gate 2
8 Chutes
4' x 100'

Production Truck Parking

Beer fermenter 1
100,000 gal
4' x 100' chutes @ 4 ft per

Beer fermenter 2
100,000 gal
4' x 100' chutes @ 4 ft per

Fire Command
40' x 40'

RAMP Command
40' x 40'

Medical Tent
80' x 40' 2nd floor
AOA 3 phase 208v

Rolling Stones On Stage World Tour 2005/06
Rider To Venue Agreement – Canada

This rider forms an integral part of the agreement (the "Venue Agreement") dated

_____, 2005 between:

The Next Adventure Ltd.

hereinafter known as the "Tour Promoter", and

hereinafter known as the "Venue", for the use of:

Name of Arena, for the staging and live presentation of Concert on:

Show Dates (the "Concert"). The following dates shall be held exclusively for the Concert:

(insert all dates held for Concert). The local promoter will be:

hereinafter known as "Local Promoter".

The following guidelines are intended to ensure a smooth running event and to assist both the Local Promoter and the Venue in the advance organization and preparation for the Concert. The Venue makes all representations, covenants and agreements contained herein in favor of the Tour Promoter and *The Rolling Stones* (the "Act") as an inducement for the Act to perform the above-noted Concert at the Venue. This Venue Rider is intended to supplement the Venue Agreement, but to the extent of any inconsistencies between the terms of the Venue Agreement and this Venue Rider, the terms of this Venue Rider shall govern. Please contact Tour Promoter at any time regarding the attached or any other matter about which you may be concerned.

1. TOUR STAFF:

The following personnel comprise the contacts for the Rolling Stones On Stage World Tour 2005/06 (the "Tour") at The Next Adventure Ltd. - Touring - Toronto:

<u>TITLE</u>	<u>NAME</u>	<u>NUMBER</u>
President	Arthur Fogel ArthurFogel@tnadventure.com	(310) 867-7010
Senior Vice President - Touring	Gerry Barad GerryBarad@tnadventure.com	(416) 960-7603
Vice President – Legal & Business Affairs	Eric Kert EricKert@tnadventure.com	(416) 960-7607

Schedule "B"
(Cont'd)

Rolling Stones On Stage World Tour 2005/06 - Rider to Venue Agreement - Canada

Director of Finance	Dave Pennington	(416) 960-7608
	DavePennington@tnadventure.com	
Director of Touring	Tres Thomas	(804) 825-6431
	TresThomas@clearchannel.com	
Vice President, Marketing	Susan Rosenberg	(416) 960-7620
	SusanRosenberg@tnadventure.com	
Director of Ticketing	Vesna Grujic	(416) 960-7614
	VesnaGrulic@tnadventure.com	

Address & Fax:

The Next Adventure Ltd. - Touring - Toronto	Fax: (416) 922-9877
214 King Street West	
Suite 510	
Toronto, Ontario	
M5H 3S6	

2. ADVERTISING & PROMOTION:

All advertising and promotional activity for the Concert will be directed by Tour Promoter.

3. VENUE SPONSORSHIPS, SIGNS AND MARQUEE:

There shall be no Local Promoter or Venue promotion or sponsorship programs associated with the Concert. There may be no temporary Local Promoter or Venue advertising signs, banners or displays sold or allowed at the Venue for this Concert unless approved in advance by Tour Promoter. All permanent or other signs within the bowl shall be turned off prior to and for the duration of the Concert, and the Venue shall use its best efforts (subject to contractual requirements) to cover any signs which may be near the stage so as not to imply any sponsorship or endorsement in connection with the Artist or Concert.

4. TOUR SPONSOR(S):

The following Tour sponsor(s) shall be accorded the following benefits by the Venue. If the Venue has any questions or will have any difficulty in complying with the following requirements, please contact Tres Thomas.

- (a) Not known at the current time. Tour Promoter will advise the Venue of any sponsors, media sponsors or "official suppliers" of the Tour or Concert, if any, as soon as same become known. The Venue agrees to accord such parties such benefits as are requested by Tour Promoter, including those set forth above, subject to reasonable Venue restrictions.

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5. PUBLICITY:

All press and publicity materials for the Concert and the Tour will be supplied by Tour Promoter. Any local public safety information released to the press should be co-ordinated between the Local Promoter and the Venue with a copy sent to Tour Promoter.

All enquiries regarding media accreditation should be directed to Susan Rosenberg at (416) 960-7620 or fax to (416) 922-9877.

All media credentials will be issued by the Act/Tour Promoter. No others will be honored.

6. TICKETS:

(a) No Venue or Local Promoter may hold, release or distribute tickets except at the direction of Tour Promoter.

(b) Ticket prices for the Concert shall be determined by Tour Promoter.

The venue facility fees in addition to the above ticket prices are \$_____ per ticket sold.

(c) There shall be no complimentary tickets issued for the Concert unless specifically authorized in writing by Tour Promoter.

(d) Preparation of a ticket manifest shall be done in conjunction with the "Rolling Stones On Stage World Tour 2005/06 Ticketing Information - North America" package which has been forwarded to you by Tour Promoter. Tour Promoter will approve the final details.

(e) Daily ticket sales counts will be required by Tour Promoter. No ticket count information may be released to anyone other than the Tour Promoter by the Venue unless otherwise notified in writing by the Tour Promoter. All reporting to the industry trades will be done by Tour Promoter. This must be strictly adhered to. In addition, no interviews etc, shall be made to the media without specific permission by Tour Promoter.

(f) Venue agrees to provide or cause its ticket agent (Ticketmaster or other agent, where applicable) to provide Tour Promoter access to the ticket agent's system for the purposes of viewing and printing the event audit reports and allowing Tour Promoter access to and use of customer information including addresses, phone numbers and e-mail addresses.

(g) There shall be no tickets pre-pulled from the box office for any purpose unless

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specifically authorized, in writing, by Tour Promoter.

- (h) There shall be no holdback of club type seats from the public on-sale of the Concert without the prior written permission of the Tour Promoter or except as permitted in the Venue Agreement. The Venue is required to immediately notify the Tour Promoter in writing of any obligations it may have in regard to advance notice or advance sale of tickets for the Concert to its luxury suite or club seat holders.
- (i) The Venue shall offer tickets for sale to the public without a service charge on at least the first day of public on-sale.

7. VENUE ADMITTANCE:

Admission to the Venue during the rental period shall be limited to patrons in possession of manifested tickets printed for the Concert, bona fide Venue staff with valid venue issued identification, official Concert Tour staff with proper tour issued identification and local suppliers, staff and sponsor representatives and guests issued with stick-on identification passes by Act/Tour Promoter.

8. BACKSTAGE ACCESS:

There shall be no backstage access allowed without stick-on passes issued by Act/Tour Promoter. All Venue requests for backstage passes should be submitted to Tour Promoter by 2:00 pm on the day prior to each Concert.

9. BUDGET:

Where applicable, all Venues are requested to provide estimates of their reimbursable expenses based on the information provided by Tour Promoter and the Local Promoter. For staffing purposes, please budget the Concert assuming doors are opened 60 minutes prior to the scheduled start time (Venue to advise if more is required) and that the Concert will be approximately 4 hours in length (including intermission and opening act).

Please forward these budgets by fax to Gerry Barad at Fax No: (416) 922-3355.

10. SETTLEMENT:

Box office settlements will be conducted on the night of each Concert. A complete revenue and expense settlement also will be conducted on the night of the last show. Please have original invoices with backup where necessary, ready prior to the agreed time of settlement. Venue shall provide Tour Promoter with a certified box office statement on settlement and Tour Promoter shall be entitled to have a representative in the box office at all times who may review and take extracts of box office records relating to the Concert.

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11. NO REBATES/MARK-UPS:

The Venue hereby warrants that it will not make any rebate payments to the Local Promoter, any supplier, or individual involved in providing goods or services in respect of the Concert which are charged to the Act/Tour Promoter. The Venue agrees to disclose to Tour Promoter any agreements it has with the Local Promoter which entitles the Local Promoter to any rebates or volume discounts in respect of rent or other amounts payable to the Venue (including annual or multi-year or show agreements) or any revenues related to the Concert (such as from parking or concessions). The Venue shall not charge any mark-up, administration or overhead fee on any third-party expenses charged to either the Tour Promoter or the Local Promoter.

12. SIGHT LINES:

The sight lines for each Concert will be determined by representatives from both Act and Tour Promoter in consultation with the Venue. There may be no changes made to these sight lines except at the direction of Tour Promoter.

13. TROUBLE/RELOCATION SEATS:

It is recommended that seats be withheld from sale on the floor and in the stands on both sides of the Venue to allow for unforeseen seating difficulties. The location and number of such seats will be determined in consultation with Tour Promoter prior to ticket on-sale. Once determined and held, these seats may not be released for sale except at the direction of Tour Promoter.

14. PUBLIC TRANSIT:

Each Venue is asked to co-ordinate with the Local Promoter to ensure that local transit authorities have been advised of the planned start and finish times of the Concert. If the Venue has any specific concerns or requirements of the Act/Tour Promoter please provide details in writing.

15. DOOR OPENING:

Doors may only be opened in consultation with the designated Act or Tour Promoter representative.

16. TURNSTILES & DROP BOXES:

Turnstiles must be used at all patron admittance gates, press gates and entrances to luxury suites and club seats. Venue will ensure that the Tour Security Director is able to take opening and closing turnstile numbers at the same time that the Venue does. Drop Boxes or bar code counters must also be used at each entrance location. If a drop count or bar code is required on

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the night of the performance, the Venue will be advised as early as possible to organize the necessary staff and room.

17. PERMITS:

It is the responsibility of the Venue to notify the Local Promoter and Tour Promoter as soon as possible of all permits necessary for the staging of the Concert.

18. TAX REMITTANCES:

If the Venue is responsible for remitting any taxes which are deducted from Gross Box Office Receipts, then a copy of the remittance together with a cancelled cheque must be provided to Tour Promoter upon request.

19. TRANSPORTATION PACKAGES:

Tour Promoter has contracted with _____ as a supplier for providing ticket & travel packages to the Concert. The Venue hereby agrees not to participate in any travel package venture for the Concert nor to provide tickets to third parties wishing to do so.

20. VIP SUITES/SKYBOXES:

The revenue from any private box or suite seats shall be allocated as provided in the Venue Agreement, provided that in any event the revenue from any "overflow" or standing room suite seats sold specifically for the Concert (as opposed to tickets included in the suite license) shall be included in Gross Box Office Receipts. In any event all suites and boxes must be manifested for the purpose of verification of drop count audit on the night of engagement.

The Act requests that the Venue make available to it two private suites for the Concert.

21. PRESS BOX:

The Tour Promoter shall have the first right of refusal over the use of all press-box and lounge facilities for the Concert.

22. FLOOR SEATING PLAN:

The Venue is requested to secure all necessary approvals for the reserved seating plan on the floor. Written confirmation of such approval should be forwarded to Tour Promoter upon receipt.

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23. VIP/CORPORATE PARTIES:

Tour Promoter has the exclusive right to organize hospitality functions (ie VIP Parties) in connection with the Concert and the Venue agrees not to allow third parties use of any of its function rooms for this purpose, nor to engage in organizing VIP functions on its own behalf. Accordingly, all appropriate function and banquet rooms, etc that are owned or controlled by the Venue shall be reserved for the exclusive use of the Tour Promoter unless otherwise agreed in writing.

The Venue's catering company shall supply all food and beverages for any VIP or corporate functions that are held in conjunction with the Concert at the Venue.

24. CAMERAS/TAPE RECORDERS:

It is the policy for the Tour that no cameras or recording devices of any kind be admitted to the Venue. The Venue should discuss its own policy for a check system or other method of dealing with patrons who are refused admittance for this reason, with the Local Promoter and the Tour Security Director.

25. ACT RECORDINGS, BROADCASTS, WEBCAST, ETC:

The Act or its designee shall have the right to photograph, film, videotape, broadcast, webcast, record or otherwise mechanically reproduce the Concert and its related activities on a live and/or delayed basis at the Venue. The Act or its designee shall own in perpetuity and may exploit the products of all such activities in their discretion throughout the world in all media without further payment or compensation to the Venue. Tour Promoter/Act shall pay for any additional out-of-pocket expenses related to such activities, including union costs.

26. NO BOTTLES OR CANS:

It is the policy for the Tour that no bottles, cans, chairs, weapons, projectiles or other potentially dangerous objects of any kind be admitted to the Venue. A satisfactory method for disposing of such items should also be discussed with the Local Promoter and Tour Security Director. The Venue agrees not to serve refreshments in cans, bottles, glassware or other hard containers.

27. BEER/WINE/ALCOHOL:

The Venue hereby agrees that for the mutual benefit of the patrons and all parties concerned, there will be no alcoholic beverages sold past the last intermission in this Concert unless agreed by a Tour Promoter representative. In any event, the Venue shall be responsible for all claims, suits, damages and expenses (including reasonable legal costs and expenses) related to the sale of alcohol at the Concert.

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28. DOOR TIMES/SUPPORT ACT/INTERMISSION:

Specific times for doors and show finish will be furnished to the Venue in advance of the performance date. It is estimated that there will be one approximately 15 minute intermission between the opening act and *The Rolling Stones*.

29. ANNOUNCEMENTS/USE OF IN-HOUSE VIDEO SCREEN:

There may be no public address announcements other than those giving notice of services available at the Venue or public safety information or introductions of the Act without the prior approval of the Tour Promoter. No such announcement may be made less than 30 minutes prior to or during the Act's performance. The use of any in-house video screens or television monitors for purposes other than the advertisement of services, existing venue advertisers or upcoming events must have the prior approval of the Tour Promoter. Any video display visible within the audience area of the Venue must be turned off at least 30 minutes prior to the Act's performance and remain off until house lights are turned on at the end of the performance.

The Tour Promoter shall have the use of the Venue's in-house video screens (including scoreboard) and system and television monitors for no additional fee.

30. FEED TO IN-HOUSE VIDEO SYSTEM:

There will be no feed supplied to the Venue's in-house video system unless it can be demonstrated to the satisfaction of the Act/Tour Promoter that increased revenue will result and that there can be no possibility of recordings being made.

Should the Act/Tour Promoter agree to provide a feed, the Venue will be required to sign an indemnity making the Venue solely responsible for any damages and costs associated with the exploitation of any illegal recordings that may be made thereof.

31. MERCHANDISE:

(a) DC SAMCO (ROW) Concerts Inc./Anthill Trading Ltd. ("Merchandiser") has been appointed the exclusive merchandiser for the Tour and shall accordingly have the exclusive right to sell all non-food and non-beverage items of whatsoever nature at the Concert, including, without limitation, wearing apparel, posters, stickers, programs, phonograph records and other such items of merchandise, binocular rentals and glow lites.

(b) Merchandiser will require a product room in a convenient location to afford easy access for one tractor trailer, one bus, and two automobiles, and to enable Merchandiser to distribute merchandise to all stands. The product room should be located in an area segregated from the general public. The dimensions of the product

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room should be no less than 30 ft by 30 ft with adjacent toilet facilities and proper heat, light and electrical power points.

- (c) If no such product room exists at a particular Venue, Merchandiser will arrange for a 40 ft trailer to be delivered to the Venue no later than 8 am on the day prior to the first performance of the Concert which will be vacated by 9 am on the day following the last performance of the Concert. Merchandiser will liaise with the Venue and Local Promoter to determine the best location to set up the trailer.
- (d) Merchandiser must have exclusive access to the product room no later than 8 am on the day prior to the first performance of the Concert until 9 am on the day following the last performance of the Concert.
- (e) Merchandiser must be able to park its vehicles after load-in and until expiration of the above-noted time period in a secured compound (which should be the same area as the production trucks).
- (f) Where Merchandiser supplies its own vendors, Merchandiser will have its own or Artist distributed front-of-house passes to gain access to the Venue. Merchandiser or Artist Director of Security will supply specimen samples of its passes to the Venue for posting on the nightly pass sheet. These passes will be clearly marked no backstage access.
- (g) The Venue agrees to assist Merchandiser with bootleg prevention on its private property, including obtaining the assistance of local authorities where reasonably possible. Merchandiser will require the Venue to perform a thorough bag check of patrons upon entering the building, to prevent the smuggling of bootleg merchandise into the Venue. Merchandiser's director of security will liaise with the Venue's to co-ordinate this check.
- (h) The Venue will not sell, nor permit to be sold, any item(s) which bear the name likeness or logos of the Act, without the prior written permission of the Act/Tour Promoter.

32. PRODUCTION RELATED ISSUES:

- a) The Venue will provide a clear, unobstructed access path for the installation and removal of all equipment provided by the Act. The Act's load-in and load-out will not be held up by Venue deliveries, private vehicles, cleaning equipment or other Venue controlled activities.
- b) The Venue will supply sufficient parking on site for tractor-trailers, which will be approximately as follows: 20 in arenas, 40 in stadiums; tour buses approximately as

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follows: 10 in arenas, 16 in stadiums, and at least 25 vehicles at no cost to the Act/Tour Promoter.

- c) The Venue assumes all responsibility for approving the hanging weight of the Act's equipment and shall immediately advise the Act/Tour Promoter of any restrictions in this regard.
- d) The Act/Tour Promoter require a number of rooms for use as dressing rooms, production offices and VIP/Hospitality rooms. The Venue shall ensure that all appropriate rooms are reserved for use by the Act/Tour Promoter.
- e) If requested, the Venue shall provide a sound mixer platform sixteen feet (16') wide by twelve feet (12') deep by one foot (1'0") high located center house one hundred and ten feet (110") from downstage center. Immediately behind the sound mixer platform, the venue shall also provide a lighting mixer platform sixteen feet (16') wide by twelve feet (12') deep by 18 inches (1'6") high. Both platforms must be skirted with dark coloured material (preferably black) and shall be capable of supporting a load of one hundred twenty-five (125) pounds per square foot. They must also be surrounded by bicycle rack style barricade. There shall be no cost to the Act/Tour Promoter for the two mixer platforms.
- f) The Venue will provide at no additional charge its in-house stage curtaining, pipe and draping, seat covers and backstage furniture if requested by Tour Promoter.
- g) If phones are not included in the house package, in-house phone charges shall be limited to \$150 per phone line including long distance charges, for the duration of the rental/license period and not on a per day or other basis (provided that if Venue's actual out-of pocket costs for phone line installation and long distance charges exceed the aggregate charge to Tour Promoter for phones, Tour Promoter shall instead pay such actual costs).
- h) The Venue acknowledges that the Act/Tour Promoter has the right to provide its own tour catering for, at its option, the touring and local crew, Act and dressing rooms and Act hospitality. There shall be no buyout fee paid to the in-house caterer for the use of a tour caterer.

33. CONFIDENTIALITY:

The terms of the Venue Agreement including this Rider are subject to the utmost confidentiality among the parties thereto, and must not be disclosed to any third parties without the prior written consent of the parties thereto and the Act, except as disclosure may be required to professional advisors or by law, or for carrying out the purposes of the Venue Agreement. Breach of this provision could cause the parties and the Act irreparable harm which may not be

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subject to compensation in monetary damages.

34. ASSIGNMENT:

Notwithstanding anything contained in the Venue Agreement, Tour Promoter shall be entitled to assign the Venue Agreement and this Rider to an affiliate or a company that can provide the services of the Act, including RST (2005) Inc., DC SAMCO (ROW) Concerts Inc. or their designees. Tour Promoter shall provide written notice of any such assignment to the Venue upon the occurrence of same.

35. Handicapped Persons:

The Venue shall advise the Tour Promoter of all requirements for handicapped persons that relate to the Venue so as to enable the Tour Promoter to comply with same.

36. DIRECTION RE FUNDS:

The Venue hereby acknowledges the Tour Promoter's interest in all revenues received by the Venue from the sale of tickets in respect of the Concert ("Ticket Revenues"). Immediately upon settlement of each Concert in accordance with the terms of the Venue Agreement, the Venue is hereby irrevocably directed to wire all Ticket Revenues, plus all interest accrued thereon (except as specified in the Venue Agreement), without deduction, set off or withholding of any kind (except as permitted under the Venue Agreement), to the Tour Promoter to the following Bank Account:

Beneficiary Name: The Next Adventure Ltd.

Beneficiary Bank: HSBC Bank Canada

70 York Street

Toronto, Ontario

M5J 1S9

Attn: Linda Pileggi - 416-868-8127

Transit No.: 10002

Bank No.: 016

Acct. No.: 321521-001

Questions Re Wires: c/o The Next Adventure Ltd.

214 King Street West, Suite 510

Toronto, Ontario, M5H 3S6

Attn: Dave Pennington

Tel: (416) 960-7608 // Fax: (416) 922-1790

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If the Venue has over-withheld any amounts from sums owing to the Tour Promoter under the Venue Agreement, the Venue shall wire any over withheld amount to the above account immediately upon final settlement.



The Venue agrees that until such time as it transfers the Ticket Revenues to the Tour Promoter as provided above, the Venue shall hold the Ticket Revenues in a segregated interest bearing trust account (or segregated Venue ticket sales trust account) for the benefit of the Tour Promoter, subject to the Venue's rights to same under the Venue Agreement as specified above.

37. CERTIFICATE OF PERFORMANCE

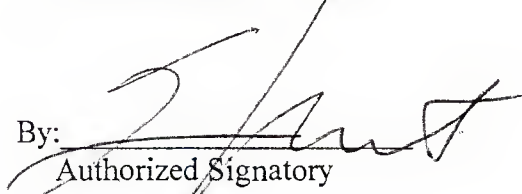
Upon the Act's request and for the Act's benefit, the Venue shall execute a Certificate of Performance in the form annexed hereto as Exhibit A for each performance by the Act at the Venue of at least 90 minutes, and shall deliver same to a representative of the Act at the Venue within two (2) hours of the completion of the Concert. The details regarding the type of concert and the "Show Payment Amount" shall be completed by DC SAMCO (ROW) Concerts Inc. or RST (2005) Inc. and the Venue is hereby released from any responsibility for such information.

I have read and fully understand the foregoing and hereby agree to be bound by the terms of this contract addendum.

Agreed To And Accepted By:


Contracting Party For The Venue
MAYOR
By: 
Authorized Signatory
CITY CLERK

The Next Adventure Ltd.

By: 
Authorized Signatory

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CERTIFICATE OF PERFORMANCE - CANADA

Date: _____

To: Bank of America, N.A.
333 S. Beaudry Avenue
19th Floor, Mail Code: CA9-703-19-23
Los Angeles, CA 90017
Attn: Standby Letter of Credit Department

This will confirm that the Rolling Stones performed for at least 90 minutes at _____ in _____ on _____, 200_. The type of "Show" and the "Show Payment Amount" (as such terms are defined in that certain Letter of Credit No. 3074108 issued by you for the account of Concert Productions International (USA) L.L.C. and DC SAMCO (ROW) Concerts Inc. to RST (2005) Inc., Promolane B.V. and WPC Piecemeal, Inc. as Beneficiary, and dated April 5, 2005) with respect thereto are as follows:

_____ Arena or Stadium Show
Show Payment Amount: US\$ _____

(Venue Name)

By: _____
Name: _____
Title: _____

DC SAMCO (ROW) CONCERTS INC.

By: _____
An Authorized Signatory

RST (2005) INC.

By: _____
An Authorized Signatory